

following dissolution, such limited partnership is reconstituted with the same general partners; or if a suit to foreclose any lien or mortgage against real or personal property used in the operation of Licensee's Cellular Telephone Service business is instituted against Licensee and not dismissed within thirty (30) days or, if actively being opposed by Licensee, within one hundred eighty (180) days; or if execution is levied against Licensee's Cellular Telephone Service business or property; or if any material real or personal property of Licensee used in its Cellular Telephone Service business shall be sold after levy thereupon by any sheriff, marshal, or constable; or if Licensee at any time ceases to operate or otherwise abandons its Cellular Telephone Service business or otherwise forfeits the right to do or transact business in any market(s) in the Licensed Territory; or if Licensee loses its FCC license or FCC construction permit for one or more market(s) or otherwise forfeits the right to do or transact business in one or more market(s), in which event Licensee's rights under this License Agreement with respect to such market(s) shall automatically terminate and this License Agreement shall continue with respect to the remaining market(s) for which Licensee continues to hold FCC license(s).

C. Termination by Licensors -- Upon Notice

Upon the occurrence of any of the following events, Licensee shall be deemed to be in default and Licensors may, at its option, terminate this License Agreement and all rights granted hereunder without affording Licensee any opportunity to cure the default. Said termination shall be effective immediately upon receipt of notice by Licensee:

1. If Licensee has been advised of its probation status pursuant to Section XI.E. and Licensee does not make a good faith effort to formulate and implement a Licensors-approved plan during the term of probation, or, at the end of the term of probation, Licensee fails to meet the 85% customer satisfaction rating (or the higher percentage established by Licensors under Section IV.A.) required by the Service Standards;

2. If Licensee fails in any customer satisfaction survey conducted pursuant to Section III.C. (except for the initial advisory survey) to attain an overall satisfaction rating of at least 65%, regardless of the terms of any probation;

3. If any principal stockholder or officer of Licensee is convicted of a felony, a fraud, or any other crime or offense that Licensors believes is reasonably likely to have an adverse effect on the Marks, the goodwill associated therewith, or Licensors's interest therein;

4. If a threat or danger to public health or safety results from the operation of the Licensee's Cellular Telephone Service business;

5. If Licensee purports to transfer any rights or obligations under this License Agreement to any third party, contrary to the terms of Sections VI.B.4. or X.B. of this License Agreement;

6. If, contrary to the terms of Section VII. hereof, Licensee discloses or divulges Confidential Information provided to Licensee by Licensors;

7. If Licensee knowingly submits any false reports or information to Licensors or any entity conducting a customer satisfaction survey either during the application process or subsequent to the execution of this License Agreement;

8. If Licensee contests in any court or proceeding the validity or registration of, or Licensors' ownership of, any of the Marks or other rights licensed hereunder.

D. Termination By Licensors --
After Notice and Opportunity to Cure

Except as provided in Sections XI.B. and XI.C. of this License Agreement, Licensee shall have thirty (30) days after its receipt from Licensors of a written notice of termination within which to remedy any default hereunder (or, if the default cannot reasonably be cured within such thirty (30) days, to initiate within that time substantial and continuing action to cure the default), and to provide evidence thereof to Licensors. If any such default is not cured within that time (or, if appropriate, substantial and continuing action to cure the default is not initiated within that time), or such longer period as applicable law may require, this License Agreement shall terminate without further notice to Licensee effective immediately upon expiration of the thirty (30) day period or such longer period as applicable law may require. Licensee shall be in default hereunder for any failure to comply substantially with any of the requirements imposed by this License Agreement or to carry out the terms of this License Agreement in good faith. Such defaults shall include, without limitation, the occurrence of any of the following events:

1. If Licensee fails, refuses or neglects promptly to pay when due any monies owing to Licensors or to the Cellular One Promotional Fund; or fails, refuses or neglects promptly to submit information as required under this License Agreement, or makes any false statements in connection therewith;

2. If Licensee fails to comply, in any material respect, with the Service Standards;

3. If Licensee misuses or makes any unauthorized use of the Marks or otherwise materially impairs the goodwill associated therewith or Licensor's rights therein;

4. If Licensee engages in any business or markets any service or product under a name or mark which, in Licensor's opinion, is confusingly similar to the Marks; or

5. If Licensee, by act or omission, permits a continued violation in connection with the operation of its Cellular Telephone Service business of any law, ordinance, rule or regulation of a governmental agency, in the absence of a good faith dispute over its application or legality and without promptly resorting to an appropriate administrative or judicial forum for relief therefrom.

E. Probation

In the event that a customer satisfaction survey, conducted pursuant to Section III.C., reveals an overall customer satisfaction rating of less than 85% (or such higher percentage established by Licensor under Section IV.A.), but more than 65%, Licensor shall advise Licensee of an imposition of probation status for a stated period of time, typically one year. Promptly on receipt of this written notice, Licensee agrees to formulate and implement a plan, acceptable to Licensor, to improve the quality of Licensee's Cellular Telephone Service so that a subsequent customer satisfaction survey indicates compliance with the provisions of this License Agreement. The technical guidelines contained in the Guide to Quality Operations provided to Licensee by Licensor are designed to assist Licensee in improving its customer satisfaction rating. If Licensor determines, in its sole discretion, that Licensee is not making a good faith effort to formulate and implement such a plan, or after a reasonable probation period the goals of the plan are not achieved, then Licensor may elect to extend the term of the probation or terminate this License Agreement effective upon written notice to Licensee, pursuant to Section XI.C.

F. Force Majeure

Neither Licensor nor Licensee shall be liable or deemed to be in default for a delay in or failure of performance that results from any of the following causes beyond the reasonable control of such party: strikes, work stoppages, shortages of equipment, supplies or energy, war, insurrection, or acts of God

or the public enemy. Any delay resulting from any such cause shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable; provided however, that (i) said causes shall not excuse payment of any amounts due or owed at the time of such occurrence or payment of license fees, advertising fees or other amounts due thereafter; (ii) the party asserting any such cause shall promptly commence and diligently pursue action to remedy its inability or failure to perform hereunder, and (iii) in no event shall said causes extend or excuse performance for more than one hundred twenty (120) days from the time of performance set forth in this License Agreement. The party asserting this Section XI.F. shall promptly notify the other party of the occurrence and nature of any such cause and shall thereafter regularly inform the other party of the progress of actions to remedy the inability or failure to perform hereunder.

XII. OBLIGATIONS UPON TERMINATION OR EXPIRATION

Upon termination or expiration of this License Agreement with respect to one or more of the market(s) in the Licensed Territory (the "Terminated Market(s)"), all rights granted hereunder to Licensee with respect to each Terminated Market shall forthwith terminate, and:

A. Deidentification

1. Licensee shall immediately cease to hold itself out as a present or former licensee of Licensor with respect to the Terminated Market(s).

2. Licensee shall immediately and permanently cease to use in the Terminated Market(s), in any manner whatsoever, any of the Marks; and all other Marks and distinctive forms, slogans, signs, symbols, monograms and devices associated with the Marks; in particular, Licensee shall cease to use, without limitation, all signs, advertising materials, displays, stationery, forms, and any other articles or clothing which display the Marks.

3. Licensee shall take such action as may be necessary to cancel in the Terminated Market(s) any trade name, fictitious name or equivalent registration which contains any of the Marks or any other service mark or trademark of Licensor, and Licensee shall furnish Licensor with proof of compliance with this obligation within thirty (30) days after termination or expiration of this License Agreement with respect to the Terminated Market(s).

4. Licensee agrees, in the event it continues to operate a Cellular Telephone Service business in the Terminated Market(s), not to use any reproduction, counterfeit, copy, or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake, or deception, or which is likely to dilute Licensor's rights in and to the Marks. Further, Licensee agrees not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with Licensor or any of the Marks in the Terminated Market(s).

B. Payment of Monies Due

1. Licensee shall promptly pay all sums owing to Licensor and the Cellular One Promotional Fund. If and when this License Agreement is terminated as a result of any default of Licensee, such sums shall include all damages, costs and expenses, including reasonable attorney's fees, incurred by Licensor as a result of the default.

2. Licensee shall pay to Licensor all damages, costs and expenses, including reasonable attorney's fees, incurred by Licensor subsequent to the termination or expiration of this License Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Section XII.

C. Return of Certain Confidential Documents

If this License Agreement has expired or been terminated with respect to all of the market(s) in the Licensed Territory, then Licensor and Licensee shall immediately deliver to the other all documents which contain Confidential Information of the other as defined in Section VII. hereof.

XIII. INDEPENDENT STATUS AND INDEMNIFICATION

A. It is understood and agreed by the parties hereto that this License Agreement does not create a fiduciary relationship between them; that Licensee shall remain an independent business; and that nothing in this License Agreement is intended to constitute either party as an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose whatsoever.

B. During the term of this License Agreement and any renewal hereof, Licensee shall hold itself out to the public as an

independent business using the Marks pursuant to a license from Licensor. Licensee agrees to take such action as may be necessary to so notify the public.

C. It is understood and agreed that nothing in this License Agreement authorizes Licensee to make any contract, agreement, warranty or representation on Licensor's behalf, or to incur any debt or other obligation in Licensor's name. Licensor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall Licensor be liable by reason of any act or omission of Licensee in its conduct of its Cellular Telephone Service business or for any claim or judgment arising therefrom against Licensee or Licensor. Licensee shall indemnify and hold Licensor, Licensor's employees, the Partnership Partners and their affiliates, and their respective officers, directors, employees and stockholders, harmless from and against any and all claims arising directly or indirectly from, as a result of, or in connection with, Licensee's operation of its Cellular Telephone Service business, as well as the costs, including attorney's fees, of defending against them.

XIV. APPROVALS AND WAIVERS

A. Whenever this License Agreement requires the prior approval or consent of Licensor, Licensee shall make a timely written request to Licensor therefor, and such approval or consent shall be obtained in writing. Licensor will process all requests for approvals and consents in a reasonable and timely manner.

B. Licensor makes no warranties or guarantees upon which Licensee may rely, and assumes no liability or obligation to Licensee, by providing any waiver, approval, consent or suggestion to Licensee in connection with this License Agreement, or by reason of any neglect, delay or denial of any request therefor.

C. No failure of Licensor or Licensee to exercise any power reserved to it in this License Agreement, or to insist upon compliance by the other with any obligation or condition in this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of either party's rights to demand exact compliance with any of the terms of this License Agreement. Waiver by Licensor or Licensee of any particular default on the part of the other shall not affect or impair the non-defaulting party's right with respect to any subsequent default of the same or of a different nature; nor shall any delay, forbearance or omission by Licensor or Licensee to exercise any power or right arising out of any breach or default by the other of any of the terms, provisions or covenants of this License Agreement affect or impair such party's rights; nor shall

such constitute a waiver by Licensor or Licensee, as the case may be, of any rights hereunder or rights to declare any subsequent breach or default.

D. Subsequent acceptance by Licensor of any payments due to it shall not be deemed to be a waiver by Licensor of any preceding breach by Licensee of any terms, covenants or conditions of this License Agreement.

XV. NOTICES

Any and all notices required or permitted under this License Agreement shall be in writing and shall be personally delivered or mailed by certified or registered mail, return receipt requested, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Licensor:

CELLULAR ONE GROUP

5001 LBJ Freeway
Suite 700
Dallas, Texas 75244
Attn: Executive Director

cc: Johnson, Bromberg & Leeds
2600 Lincoln Plaza
Dallas, Texas 75201
Attn: Cellular One Group

Notices to Licensee:

At the address shown on the
signature page hereof.

Any notice by certified or registered mail shall be deemed to have been given at the date and time of receipt.

XVI. ENTIRE AGREEMENT

This License Agreement, the documents referred to herein, and the attachments hereto, if any, constitute the entire, full and complete License Agreement between Licensor and Licensee concerning the subject matter hereof, and supersede all prior agreements. Without limiting the foregoing, this License Agreement shall be deemed to amend and restate in its entirety and to supersede, for all purposes, any prior license agreement between the parties hereto which contemplates or has as its primary purpose the grant of a license to use any of the Marks. Except for those permitted to be made unilaterally by Licensor

hereunder, no amendment, change or variance from this License Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

XVII. SEVERABILITY AND CONSTRUCTION

A. Except as expressly provided to the contrary herein, each portion, section, part, term and/or provision of this License Agreement shall be considered severable; and if, for any reason, a portion, section, part, term and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms and/or provisions of this License Agreement as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the parties hereof; and said invalid portions, sections, parts and/or provisions shall be deemed not to be a part of this License Agreement.

B. Nothing in this License Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity other than Licensor or Licensee, and their respective successors and assigns as permitted by this License Agreement.

C. In the event a court in a final decision rules that any provision of this License Agreement or portion thereof is unenforceable, Licensee agrees to be bound by the maximum duty ruled enforceable by the court.

D. All captions in this License Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

E. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable.

F. This License Agreement may be executed in several parts, and each copy so executed shall be deemed an original.

XVIII. APPLICABLE LAW

A. THIS LICENSE AGREEMENT TAKES EFFECT UPON ITS ACCEPTANCE AND EXECUTION BY LICENSOR IN THE STATE OF TEXAS AND

SHALL BE GOVERNED BY, AND INTERPRETED AND CONSTRUED UNDER THE LAWS THEREOF, WHICH LAWS SHALL PREVAIL IN THE EVENT OF ANY CONFLICT OF LAW; PROVIDED, HOWEVER, THAT IF ANY OF THE PROVISIONS OF THIS LICENSE AGREEMENT WOULD NOT BE ENFORCEABLE UNDER THE LAWS OF THE STATE OF TEXAS, THEN SUCH PROVISIONS SHALL BE GOVERNED BY, AND INTERPRETED AND CONSTRUED UNDER THE LAWS OF THE STATE IN WHICH THE LICENSED TERRITORY IS LOCATED (IF THE LICENSED TERRITORY CONTAINS PORTIONS OF MORE THAN ONE STATE OR THE DISTRICT OF COLUMBIA, THEN THE APPLICABLE LAW SHALL BE THAT OF THE STATE IN WHICH THE LARGEST PORTION OF THE LICENSED TERRITORY IS LOCATED).

B. No right or remedy conferred upon or reserved to Licensor or Licensee by this License Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

C. Nothing herein contained shall bar Licensor's right to apply for injunctive relief against threatened conduct that will cause it loss or damages, under applicable equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

XIX. ACKNOWLEDGMENTS

A. Licensee acknowledges that it is currently engaged in the Cellular Telephone Service business and that such business involves substantial investment and risks and that its success is largely dependent upon the ability of Licensee's management and technical personnel. Licensor expressly disclaims the making of, and Licensee acknowledges that it has not received, any warranty or guarantee, express or implied, as to the potential volume, profits, or success resulting from the utilization of the Marks by Licensee in its Cellular Telephone Service business.

B. Licensee acknowledges that it received a copy of the complete Cellular One License Agreement and the attachments thereto at least five (5) business days prior to the date on which this License Agreement is signed by Licensee. Licensee further acknowledges that it received the disclosure document required by the Trade Regulation Rule of the Federal Trade Commission entitled "Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures" at least ten (10) business days prior to the date on which this License Agreement is signed by Licensee.

C. Licensee acknowledges that it has read and understood this License Agreement and the attachments hereto, and that Licensor has accorded Licensee ample time and opportunity to

consult with advisors of Licensee's own choosing about the potential benefits and risks of entering into this License Agreement on the effective date set forth below.

IN WITNESS WHEREOF, the parties hereto have duly executed this License Agreement on the day and year first above written.

ATTEST:

CELLULAR ONE GROUP

By: _____

Title: _____

Effective Date: _____

Primary Contact in Ordinary
Course of Business:
Executive Director

ATTEST:

Ria A. Lohy

LICENSEE: Ellis Thompson Corporation

By: Ellis Thompson

Title: Ellis Thompson
President

Date of Signature: February 2, 1993

Primary Contact in Ordinary
Course of Business:

David N. Watson

c/o Comcast Cellular Communications, Inc.

Address for Notice Purposes:

David Lokting, Esq.

Stoll, Stoll, Berne & Loktin

209 SW Oak Street, Suite 500

Portland, OR 97204

with copies to:

David N. Watson
480 East Swedesford Road
Wayne, PA 19087

and

Comcast Corporation
1234 Market Street, 16th Floor
Philadelphia, PA 19107
Attn: Legal Department

EXHIBIT A

Cellular One License Agreement

The Mark(s) currently designated by the Licensor for use hereunder are as follows:

<u>Mark</u>	<u>Registration or Serial Number</u>
Cellular One (shown below)	74/223493

CELLULARONE

EXHIBIT B

Cellular One License Agreement

Licensed Territory

The Market(s) covered by the License Agreement is/are the following:

<u>Market Name</u>	<u>MSA/RSA</u>	<u>FCC Market No.</u>	<u>Recent Populatic</u>
Atlantic City, NJ	MSA	134	316,82
		Total Population	316,82

EXHIBIT C

Cellular One License Agreement

Survey Methodology

The methodology currently being employed by the Licensor and its designated Survey Company will be a telephone survey conducted from random probability samples of cellular customers provided by the Licensee.

Survey samples will be provided to the Survey Company in magnetic tape or disk medium in a common format as specified by the Partnership. (If the Licensee is unable to comply, a half-size, high income probability sample will be ordered at the Licensee's expense).

A random probability sample will be required of the Licensee, sufficient in number for economic completion of the satisfaction survey. The size of the completed samples will be between approximately 50 and 200 depending on the size of the market being surveyed.

STOLL STOLL BERNE LOKTING & SHLACHTER P.C.

LAWYERS

GARY M. BERNE
TIMOTHY W. HELTZEL
STEVE D. LARSON
DAVID A. LOKTING
ROBERT A. SHLACHTER
N. ROBERT STOLL

*ALSO MEMBER OF CALIFORNIA BAR
*ALSO MEMBER OF WASHINGTON BAR

TIMOTHY S. DEJONG
ALLEN FIELD
ALISON K. GREENE
PHILIP S. GRIFFIN
KEITH A. KETTERLING
SANDRA L. KOHN
ROXANNE A. LEIDHOLDT
DAVID C. REES

VIA MESSENGER

February 10, 1995

Ray Dombrowski
Comcast Cellular Communications, Inc.
480 East Swedesford Road
Wayne, Pennsylvania 19087-1867

Re: Ellis Thompson Corporation/Atlantic City

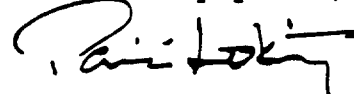
Dear Ray:

I have enclosed the lease documents for the Port Republic/Blakes Lane site and the Mentzer/Seaville site. I have retained one copy of both agreements.

For your future reference, it would be simpler if you would send all original documents to be signed by Mr. Thompson to my office. In addition, these documents refer to the lessee as "Ellis Thompson Corporation, an Oregon corporation, dba Comcast Metrophone." Comcast Metrophone is not an assumed business name of Ellis Thompson Corporation. As you know, Comcast merely provides management services to Ellis Thompson Corporation and should not be referenced in any way as a party to the agreements. I am sure this is just an oversight. We have noted the deletion.

In addition, I am returning to you the FCC consent documents, and extension agreements.

Very truly yours,

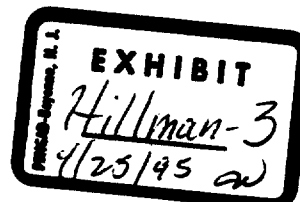


David A. Lokting

DAL:lf

c: Jeff Smith
Jeff Thompson

26484.1 6070 02



AM 146942

Comcast Cellular
Communications, Inc.
1414 South Penn Square
Philadelphia, PA 19102-2480
215 685-1700



November 6, 1989

David A. Lokting, Esq.
Stoll, Stoll, Berne, Fischer & Lokting
209 S.W. Oak Street
Portland, Oregon 97204

Dear David:

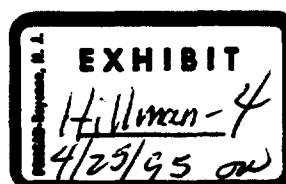
Enclosed please find checks that need to be signed by Mr. Ellis Thompson. Invoice packages and check requests are attached for your reference.

Please have Mr. Thompson sign these checks and return all of the enclosed information to Mark Panetta in Atlantic City. A return Federal Express airbill is enclosed for your convenience.

Please be advised that as of September 30th Ellis Thompson Corporation owes Comcast \$1,428,666 which includes payroll and administrative costs, management fee, and subscriber purchase. You are currently in the position of one check which is in excess of \$267,000 which includes 2nd Quarter G&A expenses. Enclosed is an additional check for \$558,736 which represents payment for the following:

3rd Quarter payroll	\$179,218.68
3rd Quarter Management Fee	126,964.26
Construction Fee	137,113.00
3rd Quarter subscriber purchase	103,900.94
3rd Quarter radio rentals	<u>11,539.50</u>
	<u>\$558,736.38</u>

Each of these items is fairly straightforward. It would be appreciated if you would expedite the signing of both of these checks so that we can reduce the balance due to Comcast. Be advised that there are sufficient funds in Ellis's account to cover these checks.



AM 147916

David A. Lokting, Esq.
November 6, 1989
Page 2

Until we can work out a process to expedite the process of reimbursing Comcast for payments made on behalf of Ellis, we will be sending vendor check requests directly to you for Ellis's signature.

I suggest that we set up a meeting to discuss the cash disbursement controls in place, and also expand the recurring expense items which Mark and I can sign on behalf of Ellis including CBIS billing expense, inventory purchases, tax deposits and roamer payments to other cellular companies. I'm sure you are as eager to simplify this tedious process as we are.

Sincerely,



Anna E. Hillman
Vice President & Controller

AEH/kc
Enclosure
cc: Bob Martin
Mark Panetta

RECEIVED
FEB 13 1992
FBI - NEW YORK

NAME : Cellular Due Wilmington
ADDRESS : _____
CITY / STATE : _____
ZIP CODE : _____
PHONE NUMBER : _____
DATE : See fee 10-12
TIME : 01-28-92
AMOUNT : # 101.001.25
TYPE : _____

APPROX OR USE	AMOUNT	ACCOUNT #	ACCOUNT DESCRIPTION
<u>Switching fee</u>	<u>* 101.001.25</u>	<u>21401</u>	<u>A/P Wilm</u>

REPORT DATE : 1-28-92
PREPARED BY : LS
PAYMENT DUE DATE : 1-28-92
BUDGET OR FUND : 7413
APPROVED BY : [Signature]
(CHECK SIGNATURE)

PROPERTY INFORMATION

COPIES :	DATE REC'D :	AMOUNT REC'D :	EXHIBIT # :	DATE :	REMARKS :

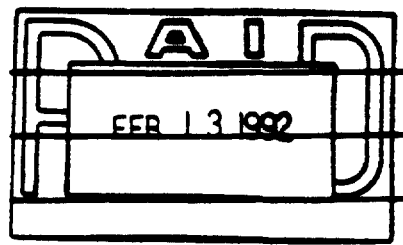


EXHIBIT
Hillman-5
4/25/95 aw

1/21/92

STANDARD COMMUNICATIONS SITE LEASE AGREEMENT

THIS LEASE AGREEMENT made as of this 20th day of Feb 1992
by and between John & Betty Mannis, a New Jersey husband & wife
with its principal place of business at 155 Old New York Rd, Oceanville
New Jersey 08231

("LESSOR")

and

ELLIS THOMPSON CORPORATION, or its nominee, an Oregon
corporation, with its principal place of business at 5406 North
Missouri Avenue, Portland, Oregon 97217

("LESSEE")

W I T N E S S E T H

WHEREAS:

A. Lessor is the owner in fee simple of certain real
property located in the Municipality of Galloway, County of
Atlantic and State of New Jersey (or is a holder of a ground
lease, a true copy of which is attached hereto respecting such
real property) as more particularly described on Exhibit A,
attached hereto and made a part hereof (the "Property"); and

B. Lessee desires to lease a portion of the Property from
Lessor and to construct thereon a communications tower, shelter
building, and appurtenant improvements; and

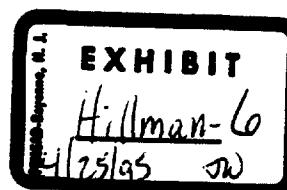
C. Lessor and Lessee desire to enter into this Lease upon
the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and
agreements herein contained, and for other good and valuable
consideration the receipt whereof is hereby acknowledged, the
parties hereto agree as follows:

1. DEMISE

1.1 Lessor hereby leases to Lessee and Lessee hereby leases
from Lessor that portion of the Property more particularly
described on Exhibit B (the "Premises" or the "Demised Premises")
attached hereto and made a part hereof, upon the terms and
conditions herein contained.

1.2 Lessee shall have the right at its own cost and expense
to survey the Premises. If such survey reveals any discrepancies
with Exhibit B, the survey shall control and this Lease shall be



AM 139707

amended accordingly.

1.3 Lessor hereby grants to Lessee a non-exclusive easement during the term of this Lease for ingress and egress to the Premises upon and across the roads and drives located or to be located upon the Property and the adjacent properties, if any, of Lessor for the movement of men, machinery, vehicles and equipment for the purpose of constructing, operating, repairing and maintaining the Improvements (as hereinafter defined) ~~including the guy wires which may be appurtenant to the Tower.~~ Such access for operation, repair and maintenance shall be on a 24-hour a day, 365 days a year basis. Lessee shall also have a non-exclusive right to temporarily use any parking spaces on the Property which are nearby the Premises.

1.4 During the term of this Lease, Lessee shall also have the right to use the Property and the adjacent properties of Lessor, if any, for providing electric, telephone, water, sewer and other utility services to the Premises, all of which services are to be connected, installed and maintained at Lessee's sole cost and expense. Lessor hereby agrees to execute and deliver whatever easements may be necessary to the utility companies providing such service.

2. TERM AND RENEWALS

2.1 The term of this Lease shall be for five (5) years. The term shall commence on the first day of the calendar month following commencement of construction by Lessee of the Improvements (as hereinafter defined) or on the first day of June, 1992, whichever date first occurs, subject to the provisions of paragraph 5, below.

2.2 Lessee shall have the option to renew the term for three (3) additional five (5) year terms, upon the same terms and conditions set forth herein, except for the adjustment to rental which is described in paragraph 3.2 below. This Lease shall automatically be renewed for each successive renewal term, unless Lessee shall notify Lessor of Lessee's intent not to renew this Lease no later than ninety (90) days prior to the expiration of the then current term. Absent such notice by Lessee, the term shall automatically renew without the necessity of any notice.

3. RENTAL

Twelve 3.1 The annual base rental for the term shall be the sum of ~~Six Thousand (\$6,000.00)~~ Dollars.
(\$12,000 —)

3.2 The annual base rental for each year of the renewal term shall be equal to the annual base rental payable hereunder during the immediately preceding term increased by the percentage increase which occurred in the Index between the first and last

months of such preceding term. The Index shall be the Consumer Price Index (All Items) for the Philadelphia Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the original or any renewal term, such other government index of computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

3.3 All rental payments for the original term and renewal terms shall be made in equal monthly installments, in advance, on the first day of each calendar month.

3.4 As additional rent, Lessee shall pay to Lessor any and all increases in real estate taxes with respect to the Property which are directly attributable to the Improvements placed on the Property by Lessee. As a condition precedent to its right to receive such payment, Lessor agrees to promptly furnish proof of any such increases to Lessee including true copies of the real property tax bills rendered to Lessor. Lessee shall have the right to appeal any such taxes in its own name or that of Lessor.

4. USE

4.1 Lessee shall use the Premises for the purpose of constructing, maintaining and operating a communications facility together with uses incidental thereto, all in accordance with applicable laws.

4.2 Lessee may construct on the Premises at its sole cost and expense a communications tower with cellular antennas and microwave dishes thereon and appurtenances (the "Tower"), a building and appurtenant facilities ("the Building"), signs, and perimeter chain link or similar security fence, all in accordance with applicable laws. All of the foregoing are sometimes herein collectively referred to as the "Improvements". Lessee shall be solely responsible for obtaining all Federal, State, County and Municipal approvals, licenses, resolutions, variances, zoning permits, certificates, and such other permits (collectively the "Permits") as are necessary to construct, operate and maintain the Improvements.

4.3 Lessee shall, at its own expense, maintain the Improvements in a safe condition, in good order and repair.

5. CONTINGENCIES FOR THE BENEFIT OF LESSOR

5.1 Commencement of the term of this Lease is conditioned and contingent upon Lessee's obtaining all Permits after the execution of this Lease, as well as, but not limited to, satisfactory soil boring and engineering tests, which will permit Lessee to use the Premises and Tower as above described. Lessor

hereby grants Lessee permission to commence such tests. Such permission shall be effective upon the execution of this instrument, and does not constitute commencement of construction.

5.2 Lessor shall fully cooperate with Lessee in its effort to obtain the Permits and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by Lessee. The costs shall be borne by Lessee exclusive of the time spent by Lessor in assisting with this process. In the event that any of the applications for the Permits shall be finally rejected or denied or the soil boring or engineering tests are found to be unsatisfactory such that Lessee determines in its sole discretion that the Premises are unusable for their intended purposes, then Lessee shall have the right to terminate this Lease upon notice to Lessor whereupon there shall be no further liability to either party, except that any prepaid rentals shall be immediately returned to Lessee.

5.3 Prior to the commencement of the term, Lessee shall have the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of Lessee's choice. If in the opinion of Lessee, such title report shows any defects of title or any liens or encumbrances which would adversely affect Lessee's use of the Premises or Lessee's ability to obtain leasehold financing, Lessee shall have the right to cancel this Lease upon written notice to Lessor, whereupon there shall be no further liability to either party except that any prepaid rentals shall be immediately returned to Lessee.

6. TAXES

6.1 Lessor shall pay all real property taxes assessed upon the Property.

6.2 Lessee shall pay all personal property taxes assessed upon the Improvements as well as any increase in real property taxes as described in paragraph 3.4, above.

7. INSURANCE

7.1 Lessee shall obtain and keep in effect throughout all periods this Lease is in effect, including any extension or renewal thereof, an insurance policy or policies, providing general public liability insurance against claims for personal injury (including death) and property damage in a blanket amount of not less than \$3,000,000 per occurrence. Lessee shall also maintain fire and extended coverage insurance on the Building.

7.2 At the request of Lessor, Lessor shall be named as an additional insured on said liability policy and, if requested by Lessor, but not more than annually, Lessee shall provide to Lessor evidence that such insurance is in effect.

7.3 Neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in an "All Risk" insurance policy with an extended coverage endorsement, and in the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other.

8. REPAIR AND MAINTENANCE

8.1 Lessor shall keep and maintain the Property in good order and repair. Lessor shall be responsible for snow and ice removal from the Property so as to permit vehicular access to the Premises.

8.2 Lessee shall keep and maintain the Premises and the Improvements in good order and repair.

9. UTILITIES

9.1 Lessee shall be responsible at its sole cost and expense for bringing utilities to the Building and causing an electric meter to be installed.

9.2 Lessee shall pay for all utility services used at the Premises as well as for the power needed to operate the Improvements.

10. REMOVAL OF IMPROVEMENTS; SURRENDER

10.1 It is expressly acknowledged and agreed that the Tower and Building are and shall remain the personal property of Lessee, removable and replaceable at any time and from time to time by Lessee, notwithstanding any physical annexation thereof to the land.

10.2 At the expiration or termination of the original five year term (if the option to renew is not exercised) or upon termination hereof during or after any renewal term, the Lessee shall remove the Tower and the Building from the Property, and restore the same to its original condition, reasonable wear and tear excepted. If the time for removal and restoration causes Lessee to remain on the Property after termination of this Lease, Lessee shall be deemed to be a month to month tenant and shall pay rent at the then existing monthly rate, until such time as the removal of the Tower and Building are completed.

11. QUIET ENJOYMENT

11.1 Lessor covenants, represents and agrees that the Lessor is the owner of the Property (or, if applicable, the ground lessee's interest in the ground lease) free and clear of

all liens and encumbrances, except as described on Exhibit C, attached hereto and made a part hereof, and has the full right, power and authority to enter into, execute and deliver this Lease. Further, if applicable, the undersigned individuals represent that they are corporate officers or partners of the Lessor, as applicable and have the right, power, and authority to bind the Lessor.

11.2 Lessor covenants and agrees that the Lessee, on paying the rent and performing the conditions and covenants herein, shall and may peaceably and quietly have, hold and enjoy the Premises and the rights herein granted for the term hereof, and during any extension or renewal thereof.

12. MANAGEMENT OF SITE ENGINEERING

12.1 Lessor agrees to eliminate, without cost to Lessee any interference to Lessee's operation caused by Lessor or anyone holding under Lessor in a timely manner after oral notice thereof. If such interference cannot be eliminated within a reasonable length of time, after oral notice thereof, Lessor shall cease or shall require the party causing the interference to cease using the equipment which is causing the interference except for short tests necessary for the elimination of the interference.

12.2 Lessee agrees not to interfere with radio transmission or reception equipment properly located on the Property owned by Lessor of which the Demised Premises forms a part, provided that such equipment is actually in place as of the date of this Lease. If Lessee should cause such measurable interference, Lessee shall eliminate it in a timely manner. Lessor agrees to include the provisions of this paragraph 12.2 in all future leases for users of the Tower.

12.3 Lessor agrees not to erect any structure within or on the Property owned by Lessor of which the Demised Premises forms a part of which will interfere with the operation of the Improvements.

12.4 If the interference with Lessee's operation can not be resolved, Lessee shall have all rights at law or in equity, including, but not limited to the right to terminate this Lease upon thirty (30) days notice to Lessor.

13. COMPLIANCE WITH LAWS

13.1 Lessee covenants and agrees to comply with all applicable governmental laws, rules, regulations and orders respecting the Improvements, and its use thereof including but not limited to those of the Federal Communications Commission ("FCC"), the New Jersey Department of Environmental Protection

("DEP") and the United States Environmental Protection Agency ("EPA").

13.2 Lessor covenants and agrees to comply with all applicable governmental laws, rules, regulations and orders respecting the Property, including, but not limited to those of the DEP and the EPA. Lessor represents that the Property is presently in compliance with all such laws, rules, regulations and orders.

13.3 Lessor and Lessee hereby covenant and agree to indemnify and save the other harmless from and against any and all loss and damage that it may suffer or sustain as a result of a breach of the covenants or representations set forth in this Article 13.

14. INDEMNIFICATION

14.1 Lessee hereby agrees to indemnify and hold Lessor harmless from and against any claim or liability or loss from personal injury or property damage resulting from or arising out of the use of the Premises and the Tower by the Lessee, its servants, agents or invitees, and the installation, use, maintenance, repair or removal of the Improvements by Lessee and such persons acting on its behalf excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of the Lessor, or its servants, agents or invitees.

14.2 Lessor hereby agrees to indemnify and hold Lessee harmless from and against any claim or liability or loss from personal injury or property damage resulting from or arising out of the use of the Property (excluding the Premises) and, if applicable, the Tower, by the Lessor, its servants, agents or invitees, and such persons acting on its behalf, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of the Lessee, or its servants, agents or invitees.

15. DEFAULT

15.1 If Lessee defaults in the payment of base rent, or any additional rent, or defaults in the performance of any other covenants or conditions herein contained, Lessor may give notice of such default, and if Lessee does not cure any rent default within thirty (30) days of such notice or within sixty (60) days of such notice of non-monetary default (or if such nonmonetary default is of such nature that it cannot be completely cured within sixty (60) days, if Lessee does not commence remedial action within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than fifteen (15) days notice to Lessee, and on the date specified in said